

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**

JULIUS BRYANT, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

NEXTGEN LEADS LLC

Defendant.

Case No. 4:24-cv-00272

JURY TRIAL DEMANDED

DECLARATION OF JULIUS BRYANT

1. My name is Julius Bryant. I am over 18 years old. I can testify competently to the undersigned statements.
2. This declaration is based on my personal knowledge.
3. My telephone number 469-XXX-XXXX is on the National Do-Not-Call Registry and has been since I registered it there on March 31, 2019.
4. I am the user of 469-XXX-XXXX.
5. I am the owner of 469-XXX-XXXX.
6. I pay the bill for 469-XXX-XXXX.
7. This number is used for personal, household purposes.
8. I never provided my consent to NextGenLeads LLC, the operator of the firstquotehealth.com website, or SolidQuote Insurance Services to make calls to the 469-XXX-XXXX number in any manner, including through a website as an initial matter, let alone agreed to any arbitration provision appearing on that website.

9. My attorneys provided me screenshots and associated information regarding the purported opt in and agreement to arbitrate. Upon reviewing those records, I do not have any record or recollection of visiting firstquotehealth.com website ever, including in June of 2022.

10. After this lawsuit was filed, I visited the website at my attorneys' direction to ascertain if I recognized the website or its content. I note that not only do I not recognize the website as one I have ever visited, but also note that I saw nothing on the website, or in the screenshots attached to the motion, to indicate the presence of any arbitration agreement.

11. I understand that the purported arbitration agreement is only available and accessible if you click the link to "Terms of Use" at the bottom of the page. Prior to my review of the Defendant's motion, such terms were not presented to me, I did not have any knowledge of those terms, certainly did not agree to them, nor would I ever have agreed to them.

12. I also wish to point out numerous factual and other inconsistencies that evidence a lack of consent on my part to arbitrate this dispute.

13. Starting with the screenshot in the Defendant's Motion, I note that the screenshot lists the state allegedly entered into the website form as "Alabama," not "Texas." The website also does not show a "dropdown" option for the "State" field which means I would have had to manually type "Alabama."

14. If the submission was indeed legitimate and submitted by me or anyone for that matter, the information should have generated a computer or data validation error because the ZIP code for Arlington, Alabama is 36722, not 76017.

15. I reside in Texas and have done so for over 30 years. I would have no reason to type my state into any internet website as "Alabama" because this is incorrect information and I do not reside there. I can therefore confidently say I did not submit this purported form as an

initial matter, let alone having done so after being presented, reviewed, and consented to any agreement to arbitrate.

16. Additionally, the calls I received transferred to SolidQuote Insurance for the purpose of obtaining rate quotes for auto insurance. It's unclear how I can be said to arbitrate a dispute for illegal telemarketing calls for auto insurance calls based on an agreement to arbitrate on a health insurance marketing website, let alone one I never visited.

17. Finally, SolidQuote is not listed in the website's list of "Marketing Partners." For this reason, it is unclear how an agreement to arbitrate made using this website, which does not even list the entity to which the calls were eventually transferred, constitutes an agreement to arbitrate a lawsuit arising out of those calls.

18. I was never notified that my claims in this lawsuit were allegedly subject to arbitration, including by SolidQuote, the previous defendant, nor have I ever knowingly signed an arbitration agreement which allegedly covered any claims I may have under the TCPA. I did not know that my claims were even subject to this allegation until receipt of the instant motion to compel arbitration.

19. I would never agree to arbitrate TCPA claims, let alone give up my rights to represent a class of individuals similarly situated as a class representative.

20. To be clear, I do nothing to precipitate the illegal calls which are placed to me. I do not want these communications, but they continue to be placed to me. They are highly annoying and disruptive.

21. I understand that this lawsuit alleges that the Defendant violated the TCPA by placing calls to my telephone number without obtaining proper consent.

22. I understand that this is a proposed class action and that I am a proposed class representative. I am willing to be a representative of the class.

23. I understand that a class action is a lawsuit brought by at least one person on behalf of a group of people who have been treated in the same or essentially the same illegal manner by the Defendant.

24. To my knowledge, I have no interests inconsistent with those of the class members. I believe my interests are entirely consistent with the class members' interests because I seek to remedy Defendant's violations of the Telephone Consumer Protection Act, which have harmed other proposed class members in the same way.

25. I have never proactively created or found TCPA claims nor entrapped businesses. I do not welcome nor invite these illegal calls and have taken measures for them to stop, including by placing my number on the Do-Not-Call Registry and holding those who call me accountable for their actions.

26. I was harmed by the Defendant's telephone calls. I was deprived of legitimate use of my telephone, power, and storage space and my privacy was improperly invaded. Additionally, my statutory rights as recognized by the TCPA were violated. Illegal calls are frustrating, obnoxious, and annoying. They are a nuisance and disturbed my solitude.

27. My number is on the Do-Not-Call Registry, and I did not provide any consent for anyone to send these calls to me.

28. I do not and have never submitted my telephone number to any website, sign up, or form for the purpose of bringing lawsuits, including under the TCPA, nor ever directed or encouraged anyone to do the same.

29. I do not maintain any telephone numbers for the purpose of bringing lawsuits, including under the TCPA.

30. I do not and have never welcomed nor wanted illegal calls and do nothing to receive or deserve them. My injury was done completely at the hands of Defendant, who took it upon itself to send me multiple calls in violation of the TCPA.

31. I brought this case not for personal motives or financial gain, but as a bulwark for the rights of consumers against illegal telemarketing. I was not paid by anyone to do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 10th day of June, 2024


Julius R Bryant (Jun 10, 2024 13:27 CDT)

Julius Bryant